The Solicitors' Journal

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CONTENTS

CURRENT TOPICS

The Right Hon. Sir George Rankin, LL.D.

THE keynote of the late Sir GEORGE RANKIN'S character was, as LORD THANKERTON said in his tribute in the Judicial Committee on 11th April, "the unaffected modesty and natural courtesy of a great mind." This was apparent to all litigants, solicitors and counsel who had the good fortune to appear before him. He was born in 1877, and was educated at Edinburgh and Cambridge Universities. He took firsts in both parts of the Moral Science Tripos, and was president of the Cambridge University Union. In 1904 he was called to the Bar by Lincoln's Inn and joined the Northern Circuit. During the 1914–18 war he was a subaltern in the Royal Garrison Artillery, and in 1918 he was appointed to the Bench of the Bengal High Court. In 1926 he succeeded Sir Lancelot Sanderson, in whose chambers he had read as a pupil, as Chief Justice of Bengal. Before he left India he had an almost unrivalled knowledge of the Hindu and Mohammedan systems of law, more especially of the complicated Bengal Tenancy Acts. In 1934 he resigned the Chief Justiceship, and, returning home, was sworn a member of the Privy Council. He thereby became a member of the Judicial Committee and succeeded Sir Lancelot Sanderson in 1935 on his retirement from that body as one of the two paid members. Many practitioners before the Judicial Committee regretted his decision to retire in 1944, owing to ill-health, but hoped that he would be able to surmount what might well have been only a temporary illness. We now know how grave his physical ills were in his last years, and we can pay tribute to the courage with which he faced them, and the long years of steady and brilliant service to his country, which he continued regardless of the cost to his own health.

The Law Society's School of Law: New Premises

WE extend our good wishes to The Law Society's School of Law on its move, after forty years in Bell Yard, to more commodious accommodation at 33–35, Lancaster Gate, W.2. Sixty more students will be the gainers by this move. The new premises are in the vicinity of Hyde Park and Kensington Gardens, in the quietude of which students may find time to pore over the modern excellent version of Stephen's Commentaries or Anson's Contracts and Salmond's Torts. At the formal opening of the new premises on 12th April, Mr. J. B. LEAVER was chairman, and Mr. H. M. FOSTER, President of The Law Society, gave the students an admirable address. The present House of Commons, he said, has at present only seventeen solicitors. "I wish it were 117," he added. "I am sure it would be better for the country." When one considers the benefits conferred on their country by solicitors like the late Earl Lloyd-George of Dwyfor and the late Mr. Leslie Burgin and distinguished present Members of both Houses, like Lord Hemingford and Major Milner, one can see abundant proof of Mr. Foster's statement. The opening of the new premises at Lancaster Gate, in encouraging and extending legal education in this country, will be a contribution to the country's future greatness.

The Budget Proposals

VERY little intelligent anticipation was needed to enable a forecast to be made of the type of proposal that would figure in this year's Budget. The increase in the earned income allowance from one-tenth to one-eighth, subject to a maximum allowance of £150, was welcome but expected in some degree, as was also the increase in the wife's earned income allowance from a maximum of £80 to a maximum of £110. No one, least of all lawyers, will mourn the demise of the excess profits tax on 31st December, 1946. A difficult tax to administer and collect, both because of its inquisitorial character and of the difficulty of expressing it in legally precise language, it has served its purpose in the dark days and at present the loss to the Revenue caused by its passing will in all probability be more than made up by the extra fillip its removal will give to both internal and export trade. The reductions in purchase tax were also expected. The only other matter which should be noted here is the resolution with regard to sur-tax on settled income that "where income arising during the lifetime of the settlor is by virtue or in consequence of a settlement made on or after the 10th day of April, 1946, payable to or applicable for the benefit of any person other than the settlor, it shall, unless it is income from property of which the settlor has divested himself absolutely by the settlement, be treated for sur-tax purposes as income of the settlor; but this shall not apply to any income if the income is payable to an individual for his own use or is applicable for the benefit of an individual named in the settlement, and the individual to whom it is payable or for whose benefit it is applicable is neither in the service of the settlor nor accustomed to act as the settlor's solicitor or agent."

Key Money

EXCEPT on a matter of urgent public interest, we should hesitate to trespass on ground covered by our learned contributor to the "Landlord and Tenant Notebook." Such a matter is the present "racket" in assignments of leases and tenancies. The general impression seems to prevail among certain sections of the public is that the "key money" provisions of the Rent Acts forbid

this. This has been vigorously corrected in a letter to *The Times* last week pointing out that s. 8 of the 1920 Act, which prohibits the requiring of key money for the "grant, renewal or continuance of a tenancy or a sub-tenancy of any dwelling-house to which this Act applies," does not apply to assignments. The result is that owing to the present housing shortage there has grown up all over the country a trade in leases and tenancies. Sometimes large premiums are openly demanded, and in other cases would-be purchasers are asked to buy at fantastic prices fittings and furniture that would in normal times be quite worthless. Even worse than that, seekers after dwelling accommodation have often been tempted to buy the tail ends of leases of ancient and dilapidated properties with the object of tidying them up into a habitable condition, and, being without legal advice, have unwittingly taken upon themselves a heavy and unspecified liability under a repairing covenant, which will have to be met in two or three years' time. So great is the trade in these burdensome but temporarily convenient leases that prices have soared into three and sometimes four figures. In a case in Shoreditch County Court on 12th April it was disclosed that a weekly tenant of a flat had sold his tenancy to two different persons (one of them being a returned soldier) and in each case had obtained a large sum of money. The present state of the law encourages this sort of thing. What is being done to put it right ?

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American Lawyers in Solicitors' Offices

THOSE solicitors who had the great pleasure of affording American lawyers the opportunity of seeing their office and court work when they were over here with the U.S. Forces will be glad to read the letter, extracts of which are published in the March issue of the *Law Society's Gazette*, from Lieut.-Colonel R. CHASE, of the Information and Education Division of the U.S. Forces stationed in England. He wrote to the Secretary of The Law Society: "During the past several months your organisation has assisted the United States Army in the conduct of industrial or professional 'on the jobs' training, designed to refresh and supplement previous training and experience of American military personnel who will be released from the service in the near future and returned to civilian life. All personnel who have had the privilege of this unusual experience have been most enthusiastic in their praise of how you have co-operated and helped them. In addition to the professional benefits there has developed better understanding between individuals of the British Empire and the United States . . Please accept our thanks for what you have done, the valuable assistance you have given us and your continued participation in our education programme." This gratitude will be appreciated by those solicitors who acted as professional hosts to our American friends, because it reminds them of those cheerful and enthusiastic young men from across the ocean who brightened the dark days of not so long ago. The memory of their presence and of anything that lawyers here were able to do to lighten their task will be a great bond of Anglo-American fellowship in the future.

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COMPANY LAW AND PRACTICE

LENDING FOR PURCHASE OF OWN SHARES

SECTION 45 of the Companies Act, 1929, is an interesting one. First introduced by that Act (or, more accurately, by the Companies Act, 1928, which, apart from two sections, never came into operation at all) it was aimed at a type of transaction which was referred to by the Master of the Rolls in his judgment in *Re V.G.M. Holdings, Ltd.* [1942] Ch. 235, at p. 239.

This is what Lord Greene said in that case: "Those whose memories enable them to recall what had been happening after the last war for several years will remember that a very common form of transaction in connection with companies was one by which persons—call them financiers, speculators, or what you will—finding a company with a substantial cash balance or easily realisable assets such as war loan, bought up the whole or the greater part of the shares of the company for cash and so arranged matters that the purchase money which they then became bound to provide was advanced to them by the company whose shares they were acquiring, either out of its cash balance or by realisation of its liquid investments. That type of transaction was a common one, and it gave rise to great dissatisfaction and, in some cases, great scandals."

It is somewhat of an anticlimax to have to record that transactions of this kind, giving rise as they did to great dissatisfaction and scandals, are punishable by a fine not exceeding £100: which may be levied on the company and every officer of the company who is in default (s. 45 (3)). This would appear to be a paltry penalty for having given rise to a great scandal, and a raising of the amount might well be considered.

However, let us see what the section does set out to do. It provides that, with certain exceptions, it shall not be lawful for a company to give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the company.

Then we have the exceptions: nothing in the section is to be taken to prohibit—

(*a*) where the lending of money is part of the ordinary business of a company, the lending of money by the company in the ordinary course of its business;

(*b*) the provision by a company, in accordance with any scheme for the time being in force, of money for the purchase by trustees of fully-paid shares in the company to be held by or for the benefit of employees of the company, including any director holding a salaried employment or office in the company;

(*c*) the making by a company of loans to persons, other than directors, *bona fide* in the employment of the company with a view to enabling those persons to purchase fully-paid shares in the company to be held by themselves by way of beneficial ownership.

The section then goes on to provide that the aggregate amount of any outstanding loans under (*b*) and (*c*), *supra*, are to be shown as a separate item in every balance sheet of the company.

There we have all the material provisions of the section. The learned editors of "Buckley" make the following comment on the section: "It is suggested that, apart from the section, the transactions at which it is aimed would ordinarily be *ultra vires* the company: and *quaere* what may be the effect of making them illegal." This comment is apparently based on the view that such a transaction could, in the ordinary way, hardly be carried out for the purposes of, or with a view to benefiting the company, but must be done for the purposes of the person who is assisted to purchase the shares. It is, of course, true that a company cannot purchase its own shares (*Trevor* v. *Whitworth*, 12 A.C. 409), but such a transaction is not a purchase in that sense. *En passant*, it might be observed that s. 46 creates an exception to the rule in *Trevor* v. *Whitworth*, because a redemption of redeemable preference shares is, in effect, a purchase, and, indeed, it is common form nowadays in redemption articles to provide purchase in the market as one of the authorised ways of redemption.

The provisos to the section will repay a little study. As to (*a*), for instance: does this mean that a bank can, e.g., lend money to X to enable him to buy shares in that bank, or lend money to the Y company, when the bank knows that the Y company is going to lend that money to Z to enable him to buy shares in the Y company? While it is clear that each case must depend on its own facts, bankers would be well advised to be cautious where they have reason to suppose that a breach of s. 45 may be in contemplation by their clients.

Provisos (*b*) and (*c*) are of the same general character: but (*b*) is not limited to loans, i.e., it covers gifts and any other method of providing money, but (*c*) is limited to loans; (*b*) deals with employees of the company, including for this purpose directors who hold salaried employment or office in the company; (*c*) deals with (and this is a change of phrase) "persons, other than directors, *bona fide* in the employment of the company." It is not apparent to the author why directors can come in in one case and not in the other. (Quiz question—What is a person *mala fide* in the employment of a company? In any case the words are otiose: if our legal system is such that it requires such words in such a context it is past praying for.)

Notice that provisos (*b*) and (*c*), as well as the substantive part of the section, deal with the "purchase" of shares, and not "subscription." In *Re V.G.M. Holdings, Ltd.*, *supra*, the Court of Appeal held that the section meant exactly what it said: or, to quote from the headnote in that case: "the acquisition of shares in a company by application and allotment is not a 'purchase' within the subsection, which, accordingly, does not cover a transaction by which a company provides money to assist a subscription for its own shares." The facts in that case were rather complicated, and I do not think any useful purpose would be served by going into them here—it is sufficient for the present purpose to note the result of the case. It seems a little strange, however, that the *ultra vires* point referred to in "Buckley" was not taken.

There is, however, a recent case which does need more study: *Victor Battery Co., Ltd.* v. *Curry's, Ltd., and Others* [1946] W.N. 60. The report (leaving out of consideration one obvious misprint) is difficult to follow, and a full consideration of the case must await the full report, but it may be as well to try and sort out now the important features of the case.

J, who was a director of and the principal shareholder in B company and P company, agreed to buy for £15,000 the issued share capital of Victor Battery Co., Ltd. (the plaintiff company), but himself could only pay £6,000. The directors and shareholders of Curry's, Ltd. (the defendant company), were willing to help J, and Curry's lent to B company £6,000, to P company £2,000, and to Victor Battery Co., Ltd., £2,000; i.e., £10,000 in all. The purchase was completed and Victor Battery issued a debenture for £10,000 to a nominee of Curry's. (Presumably some part of this £10,000 was lent to J, or in some other way was utilised to complete the purchase, but the report is silent on this vital topic.)

Later a receiver was appointed of the Victor Battery, and this company then brought an action for a declaration that the debenture was void and of no effect as having been issued in contravention of s. 45, but Roxburgh, J., dismissed the action. The learned judge, after saying that Curry's knew the facts, said that it had been contended for Victor Battery that if a debenture-holder knew that the borrowing company was, by means of the debenture, giving even the smallest financial assistance to any person in connection with the purchase of any of its shares, the debenture would be altogether invalid, even though the amount involved in the purchase might be only £50 or less and the loan might be £100,000 or more.

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Provisos (*b*) and (*c*) are of the same general character: but (*b*) is not limited to loans, i.e., it covers gifts and any other method of providing money, but (*c*) is limited to loans; (*b*) deals with employees of the company, including for this purpose directors who hold salaried employment or office in the company; (*c*) deals with (and this is a change of phrase) "persons, other than directors, *bona fide* in the employment of the company." It is not apparent to the author why directors can come in in one case and not in the other. (Quiz question—What is a person *mala fide* in the employment of a company? In any case the words are otiose: if our legal system is such that it requires such words in such a context it is past praying for.)

Notice that provisos (*b*) and (*c*), as well as the substantive part of the section, deal with the "purchase" of shares, and not "subscription." In *Re V.G.M. Holdings, Ltd., supra*, the Court of Appeal held that the section meant exactly what it said: or, to quote from the headnote in that case: "the acquisition of shares in a company by application and allotment is not a 'purchase' within the subsection, which, accordingly, does not cover a transaction by which a company provides money to assist a subscription for its own shares." The facts in that case were rather complicated, and I do not think any useful purpose would be served by going into them here—it is sufficient for the present purpose to note the result of the case. It seems a little strange, however, that the *ultra vires* point referred to in "Buckley" was not taken.

There is, however, a recent case which does need more study: *Victor Battery Co., Ltd.* v. *Curry's, Ltd., and Others* [1946] W.N. 60. The report (leaving out of consideration one obvious misprint) is difficult to follow, and a full consideration of the case must await the full report, but it may be as well to try and sort out now the important features of the case.

J, who was a director of and the principal shareholder in B company and P company, agreed to buy for £15,000 the issued share capital of Victor Battery Co., Ltd. (the plaintiff company), but himself could only pay £6,000. The directors and shareholders of Curry's, Ltd. (the defendant company), were willing to help J, and Curry's lent to B company £6,000, to P company £2,000, and to Victor Battery Co., Ltd., £2,000; i.e., £10,000 in all. The purchase was completed and Victor Battery issued a debenture for £10,000 to a nominee of Curry's. (Presumably some part of this £10,000 was lent to J, or in some other way was utilised to complete the purchase, but the report is silent on this vital topic.)

Later a receiver was appointed of the Victor Battery, and this company then brought an action for a declaration that the debenture was void and of no effect as having been issued in contravention of s. 45, but Roxburgh, J., dismissed the action. The learned judge, after saying that Curry's knew the facts, said that it had been contended for Victor Battery that if a debenture-holder knew that the borrowing company was, by means of the debenture, giving even the smallest financial assistance to any person in connection with the purchase of any of its shares, the debenture would be altogether invalid, even though the amount involved in the purchase might be only £50 or less and the loan might be £100,000 or more.

His lordship held that, on the construction of the section,

the debenture was valid: the section said, not that it should not be lawful for a company to provide a security in order to give financial assistance, but that it should not be lawful for a company by means of the provision of security to give financial assistance. "Security," *prima facie*, means "valid security," and the section did not say "purport to give," but "give financial assistance." Accordingly his lordship held that the debenture was valid.

The result of this judgment seems to be that the section does not invalidate a security given in contravention of the section, at any rate if some of the money secured does not form part of the transaction relating to the share purchase. The point does not seem to have been raised that the loan from Victor Battery to J (if there was one) was *ultra vires*, on the lines suggested in the note in "Buckley" on the section—*vide supra*.

The learned judge also decided (if I read the report aright) that even if, contrary to the view already expressed by him, the debenture was properly to be described as an illegal contract, Victor Battery could not be relieved of it under the general law of contract. Any further development of this aspect of the case I must leave until a fuller report is available, for the reason that I find it difficult to follow the report in its present form, compressed as it no doubt is. Perhaps my readers will have better success.

It seems to follow from this case that, in certain circumstances, the only result of committing a breach of the section is that liability to the monetary penalty may arise.

A CONVEYANCER'S DIARY

THE NATIONAL HEALTH SERVICE BILL—I

By cl. 1 (1) of the National Health Service Bill, recently introduced into the House of Commons, there is to be laid upon the Minister of Health the duty to promote the establishment of a "comprehensive health service designed to secure improvement in the physical and mental health of the people of England and Wales, and the prevention, diagnosis and treatment of illness." By cl. 3 (1) it is to be the duty of the Minister from the appointed day "to provide throughout England and Wales, to such extent as he considers necessary to meet all reasonable requirements, accommodation and services of the following descriptions, that is to say:—(*a*) hospital accommodation . . . and any accommodation and services provided under this section are in this Act referred to as 'hospital and specialist services'." By the joint effect of cll. 52 and 54 the expenses of these services are to be defrayed out of moneys provided by Parliament, which are to be managed and spent in part by the newly constituted Regional Hospital Boards, there being also provision in cll. 4 and 5 for the making of certain payments by certain classes of patients receiving special services. That is the broad scheme: a comprehensive health service, including hospital services, to be financed by the Exchequer. On that, I offer no comment; such a scheme does not as such affect the subject-matter of this column.

But it is quite another matter when we read cll. 6 and 7. By cl. 6 (1) there are to be transferred to the Minister on the appointed day "all interests in premises forming part of a voluntary hospital or used for the purposes of a voluntary hospital, and in equipment, furniture or other movable property used in or in connection with such premises . . . and all liabilities to which the governing body of a voluntary hospital were subject immediately before the appointed day." Sub-clause (2) makes like provision for the hospitals of local authorities. Sub-clause (3) enables the Minister, before the appointed day, to give notice excluding any particular hospital from the vesting provisions. By sub-cl. (4) "all property transferred to the Minister under this section shall vest in him free of any trust existing immediately before the appointed day, and the Minister may use any such property for the purpose of any of his functions under this Act, but shall, so far as practicable, secure that the objects for which any such property was used immediately before the appointed day are not prejudiced by the provisions of this section." Thus, the whole corporeal property of all the voluntary hospitals (and all the hospitals of local authorities) is to be vested in the Minister with instructions to use it for the purposes of a service which is to be provided by the Exchequer.

Nor is that all. By cl. 7 the endowments of the voluntary hospitals (except teaching hospitals, which are to have a special position of semi-autonomy) are to be vested in the Minister free of any trust existing immediately before the appointed day. The Minister is enjoined to transfer these assets to a new Hospital Endowments Fund. Regulations are to provide for the "control and management" of that fund by the Minister, and for enabling the Minister to use the assets of the fund for discharging liabilities to be transferred to him under cl. 6. Subject thereto the balance is to be apportioned among the various Regional Hospital Boards and to each such Board the income of its portion is to be paid. Each Regional Hospital Board is to use the said income "for such purposes in relation to hospital services as the Board thinks fit."

I have set out these provisions fully so that their meaning may be apparent. The Minister, who is to provide "hospital services" out of money provided by Parliament, is to be enabled to ask Parliament for a smaller vote for this purpose each year, because he will have acquired for nothing the necessary real estate and chattels, and because the endowments of voluntary hospitals are to be confiscated, and the income from them is to be applied for "hospital services." I should add that "endowments" are defined by cl. 7 (8) as including all "property" except the realty which is to be confiscated by cl. 6, and, by cl. 73, "property" is to include "rights." Thus, it is not only the property in possession which is to pass to the Minister, but also the right to sue on covenants, and choses in action generally.

Confiscation is an ugly word, and the draftsman has not employed it. But that is in fact the effect. What is, to the property lawyer, still more a matter for concern is that it is property impressed with a charitable trust which is being confiscated. Charities and their property have always been the objects of peculiar solicitude by the Crown, on whose behalf the Attorney-General is jealous to guard them; by Parliament, which has, on the one hand, passed a series of statutes for the scrupulous preservation and control of charitable property and, on the other, has freed the income of charities from all taxation; and by the Court, which has not only watched over the position generally, but has given to charitable trusts the peculiar privileges of freedom from avoidance for perpetuity or for uncertainty.

When a charitable trust fails, the property is transferred to another charity. The donor has known that his intention to give to charity will never be allowed to fail. Not only has this been the rule applied in ordinary cases by the court or the Charity Commissioners, but Parliament itself has observed it. Thus, the Welsh Church Act, 1914, disestablished the Church in Wales; while the disestablished Church retained the private benefactions of its predecessor, that portion of the predecessor's property which was not thus dealt with passed in part to the Welsh county councils to be applied to "any charitable or eleemosynary purpose of local or general utility, including the aiding of poor scholars," while the rest went to the University of Wales for certain educational purposes. Thus, the principle was maintained by Parliament that property once impressed with a trust for charity may never be diverted to purposes that are not charitable.

The case of the Welsh Church was an extreme one, since the established Church, the former beneficiary, was being abolished, advowsons were being done away with, and the ecclesiastical corporations, sole and aggregate, dissolved.

Usually, however, the State has gone nothing like so far. Thus, when public education was introduced, private educational charities were kept in being and their funds were not made over to aid the Exchequer towards the cost of public education. Again, when the poor law was introduced, almshouses were not turned into workhouses. Assuming that the State is to own all the voluntary hospitals, it could still have paid for them; the price, together with the endowments, could have been diverted to other suitable charitable uses. So far as I can find, nothing like the present proposals has been mooted since Henry VIII's time, when the monasteries were dissolved: and even then some of the proceeds were used to found Christ Church, Oxford.

Enough has been said as to this aspect of the present proposals, taken by themselves, and I must again emphasise that the Conveyancer expresses no view on State ownership of hospitals or on a State health service and hospital service. I speak entirely of the confiscation of charitable property and the diversion of it, in effect, to the Exchequer, which is not a necessary corollary of the other proposals. This is a very serious matter. Its effects are not confined to those charities whose funds are used to heal the sick; they are broader and deeper. For centuries, benevolent people have given money to charity on the faith that it would be duly applied and that, even if the particular purpose failed, another suitable charitable purpose would be found. This faith was fostered by the impressive legal apparatus for the protection of charitable property. This was not a matter of politics or party. It was more than a convention; it was an axiom. Even if the present proposals are altered in their passage through Parliament, nothing can undo the fact that they have been made, so that the axiom is no longer valid. Every donor, be it by gift, by will or on a flag-day, is now on notice that an unqualified donation to charity may be diverted to the Exchequer. No charity in the land can fail to suffer loss as a result.

LANDLORD AND TENANT NOTEBOOK

THE FURNISHED HOUSES (RENT CONTROL) ACT, 1946. I—SCOPE

THE above statute, which came into force on 26th March, may be said to represent an attempt to remedy inadequacies in rent control legislation due to the difficulty of applying standards described by such vague expressions as "normal profit" and "extortionate profit." But it should be noted that the Act, while not in force except where the Minister of Health so directs, is wider in some respects than the Increase of Rent, etc., Acts, 1920 to 1939, and its scope deserves an article to itself. There is no "standard rent" limit.

It is the first section which provides for direction that the Act shall have effect in a district consisting of the whole or part of the area of a local authority (later defined as borough or urban district or rural district council when outside the County of London, metropolitan borough council or common council of the City of London within that county), the Minister to be satisfied that such is expedient on representation by or after consultation with the authority. The same subsection provides for the creation of tribunals, their constitution being described in a schedule.

In s. 2, the marginal note to which reads "Reference to tribunal of contracts for furnished letting," a considerable part of the first subsection is devoted to defining what contracts may be so referred. "A contract . . . entered into whereby one person (hereinafter referred to as the 'lessor') grants to another person (hereinafter referred to as the 'lessee') the right to occupy as a residence a house or part of a house . . . in consideration of a rent which includes payment for the use of furniture or for services, whether or not, in the case of such a contract with regard to part of a house, the lessee is entitled, in addition to exclusive occupation thereof, to the use in common with any other person of other rooms or other accommodation in the house." Later, the interpretation section (s. 12) says: "'services' includes attendance, the provision of heating or lighting, the supply of hot water and any other privilege or facility connected with the occupancy of a house or part of a house, not being a privilege or facility for the purposes of access, cold water supply or sanitary accommodation."

It will not be difficult for those familiar with the Increase of Rent, etc., Acts, 1920 to 1939, to put forward explanations for some features of the above. It is fairly obvious that the use of such expressions as "dwelling-house" and "contract of tenancy" has been studiously avoided so that there could be no question of applying *Neale* v. *Del Soto* (as to which, see 89 SOL. J. 323 and the Ridley Report—that of the Inter-departmental Committee on Rent Control—para. 111). The decision in question, and those in which it has been applied, leave some doubt whether the *ratio decidendi* was that the premises concerned, though the subject of a contract of tenancy, were not a dwelling-house, or whether, on the other hand, they were a dwelling-house but were not let by a contract of tenancy. Hence, I suggest, this verbiage; and if it enables a landlady to speak of her lessees instead of her lodgers, the expression is perhaps a more convenient one than would be "grantee of a right to occupy as a residence a house or part of a house in consideration of, etc."

While there is no provision that the Act shall be read together with the others mentioned above, the expression "includes payment for the use of" will no doubt receive the same interpretation as it received in *Brown* v. *Robins* (1943), 87 SOL. J. 182, C.A. (right to delivery of furniture essential), *Michael* v. *Phillips* [1924] 1 K.B. 16 (C.A.) (no express agreement by landlord to provide porter), and *Maclay* v. *Dixon* [1944] 1 All E.R. 22 (C.A.) (furniture sold by tenant to landlord and re-let with premises). As to the numerous cases in which argument about whether separate contracts or separate figures will or will not prevent the rent from "including" payment, etc., there will be no scope for any such argument under this Act, for the interpretation section (s. 12 (2)) expressly enacts that in such cases the rent is to be the aggregate of separate sums if payable under one contract, while if there are separate contracts those contracts shall be deemed to be one contract.

But "services" where those familiar with the other Acts would expect "attendance," and the definition already cited, marks another contrast; for "attendance" has been held to connote something in the nature of personal service in *Wood* v. *Carwardine* [1923] 2 K.B. 185 (C.A.) and not to include the supplying of constant hot water. Then *Engvall* v. *Ideal Flats, Ltd.* [1945] K.B. 205 (C.A.) was fought, it would seem, largely in order to draw attention to the hardship imposed on landlords obliged to supply statutory tenants with hot water but having no right to increase rents so as to countervail increased costs; this, coupled with the provision in s. 7: "Sections nine and ten of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920 (which relate respectively to limitation on rent of houses let furnished and to penalty for excessive charges for furnished lettings) shall not apply as regards the rent charged for any house or part of a house *entered in the register* under the provisions of this Act in respect of any period subsequent to such registration . . . "; and when in my next article on the subject I come to deal with the operation of the new Act, it will be seen that there is power to increase rent on the ground of an increase in the cost of services since 3rd September, 1939.

The last important provision defining scope is in s. 12 (3): "Nothing in this Act shall apply to a house or part of a house let at a rent which includes payment in respect of board: Provided that the house or part of a house shall not be deemed to be let at such a rent unless the value of the board to the lessee forms a substantial proportion of the whole rent." Two comments may be made on this.

The history of the exclusion from control of premises let at a rent, including payment in respect of board, begins with the Increase of Rent, etc., Act, 1920 (in which it was enacted by

the first of three provisos to s. 12 (2), which speaks of "a dwelling-house *bona fide* let at a rent which includes payments in respect of board, attendance, or use of furniture." The proviso contained the qualifying words "save as otherwise expressly provided," but the only express provisions, those of ss. 9 and 10 already mentioned, concern lettings with furniture. The Rent, etc., Restrictions Amendment Act, 1923, purported to amend the proviso by enacting "a dwelling-house shall not be deemed to be *bona fide* let at a rent which includes payments in respect of attendance or the use of furniture unless the amount of rent which is fairly attributable to the attendance or the use of the furniture, regard being had to the value of the same to the tenant, forms a substantial portion of the whole rent." One view of this (which I share) is that it was merely declaratory. It was aimed at those who sought to avoid control by what was called "Rent Act lino," and *Wilkes* v. *Goodwin* [1923] 2 K.B. 86 (C.A.) had already, by simply applying the maxim "*de minimis non curat lex*" and stressing the requirement of *bona fides*, achieved the desired result. But the interesting point, for present purposes, is that the second enactment made no mention of board; so if any tenant whose landlord supplied him with a morning cup of tea desired to establish control, he would have to rely on *Wilkes* v. *Goodwin*. And when we find that the proviso to the subsection in the new enactment does not mention *bona fides* but does insist on the value of the board to the lessee being a substantial proportion of the whole rent, this confirms the view that the "amendment" made by the 1923 Act merely defined "*bona fide* let at."

The other comment is this: the 1923 amendment speaks of ". . . a substantial *portion* of the whole rent"; the new enactment says ". . . *pro*portion . . ." Is there a difference in meaning? In this connection I may mention that in two reports of the recent decision in *Property Holding Co., Ltd.* v. *Mischeff*, in which £30 of a net rent of £202 was held to satisfy the 1923 amendment, one (90 SOL. J. 140) reported Henn Collins, J., as using the word "portion," the other (62 T.L.R. 246) makes the learned judge ask "Is £30 a substantial proportion of £202?" My own surmise was that the SOL. J. report was more likely to be accurate, as the statute itself says "portion," and as *Maclay* v. *Dixon*, *supra*, gave us authority for the proposition that what was meant was "a real part, not a mere trifle, but not necessarily a substantial proportion," and £30 is indeed hardly a substantial *pro*portion of £202. But now . . . ?

TO-DAY AND YESTERDAY

April 15.—William Lewin was judge of the Prerogative Court of Canterbury from 1576 till his death on 15th April, 1598, gaining a high reputation as a painstaking and upright judge. In bequeathing a legacy to the advocates and proctors of the Arches to be expended on a dinner and a piece of plate, he begged them to impute his strictness with them to his desire "that causes might proceed in just, orderly and speedy course." In 1589 along with the Archbishop of Canterbury, Bancroft, he was admitted to Gray's Inn. He sat in three Parliaments and served on several commissions.

April 16.—Dr. Andrew Clenche, a fashionable London physician, increased the fortune he made during the Great Plague by investing his money in loans to builders after the Great Fire. Though married, he cultivated an attachment to a widow, Mrs. Vanwick, whom he supported, and she, in turn, indulged in an attachment to a young man about town named Henry Harrison, whose gaming debts she paid with money borrowed from the doctor. Harrison conceived a deep hatred for Clenche and constantly talked against him. One night Clenche was roused from bed by knocking at his door in Brownlow Street. A coachman said that two passengers in his coach wished him to come at once to a sick man. On the way one of the men sent the coachman into Leadenhall Market for two fowls, but when he returned he found the vehicle empty but for the corpse of the doctor, strangled with a handkerchief. Harrison was arrested, tried at the Old Bailey for murder and hanged on 16th April, 1692.

April 17.—On 17th April, 1820, Arthur Thislewood, the moving spirit of the Cato Street conspiracy to murder the whole Cabinet at dinner in Grosvenor Square and launch a revolution, was tried at the Old Bailey on a charge of treason. He looked pale, but bore himself with firmness. The police had surprised the conspirators while they were arming and Thislewood had killed an officer with his sword, escaping in the general confusion, only to be taken later. He was condemned to death and executed.

April 18.—Charles Pratt, Earl Camden, died on 18th April, 1794, aged eighty. He was buried in Seale Church. He became Chief Justice of the Common Pleas in 1762 and distinguished himself by his independence when the question of the legality of general warrants arose for decision and his decision was given against the Government. He was raised to the peerage in 1765 and was Lord Chancellor from 1766 to 1770.

April 19.—When James and Walter White, two young brothers, were hanged on Kennington Common on 19th April, 1758, for robbing a farmer with violence, an infant nine months old was put into the hands of the executioner, who passed the hands of each of the dying men nine times over its face, as a charm to cure a wen on its cheek.

April 20.—On 20th April, 1597, the Gray's Inn benchers ordered that twenty-one named members should be given a week's notice "to make payment of all arrerages of comons & other deweties by them unpaid & except they doe then appere & make payment or show good cause to the contrary that then they ar put out of the society of this house & their chambers shalbe forfeited & sesed and their names after presented to the Judges."

April 21.—On 21st April, 1600, there was similar trouble. Six gentlemen were named and it was ordered that having failed in payment of their duties, the ancients should be "utterly disgraded of their ancienties" and the utter barristers should be disabled from becoming ancients. Mr. Edward Grimston was admitted to sit with the Readers at their table "but so as he thereby challenge or take no place before any Reader that now is or hereafter shall be."

FRACAS IN THE DOCK

At the Old Bailey recently, a gang leader, brought up to receive sentence of seven years' penal servitude, suddenly turned to a confederate in the dock whom he suspected of having given information to the police, and struck him a heavy blow in the face. He was overpowered by police officers and taken to the cells below. This recalls a far more extraordinary incident at the Old Bailey in 1896, when two ruffians called Fowler and Milsom were tried for the murder of an old man whom they had battered to death. They fled from justice into a travelling circus, where Fowler appeared as "Ajax the Strong Man" and his smaller confederate worked at odd jobs. They were captured at last after a desperate fight in a Bath lodging-house, and in prison Milsom lost his nerve and gave a lot of information to the police. They were tried before Hawkins, J., and hardly had the judge left the court after delivering his summing-up when Fowler hurled himself at his companion, who, however, was barely touched and was hastily rushed out of the dock while other warders sprang to the aid of their comrade who had been placed between the two prisoners before the assault. Oaths and threats from Fowler, screams from spectators and the splintering of wood and glass made pandemonium. Horace Avory had been prosecuting, and his clerk, who was in court, afterwards wrote that Fowler "seemed endowed with the strength of ten, and the way he flung the warders from him as though they were tailors' dummies was an awe-inspiring exhibition of brute strength which convinced one that the patrons of the travelling circus had had good value for their coppers whenever 'Ajax' appeared on the stage . . . The battle was going against the forces of the law when a burly policeman climbed into the dock and literally fell on Fowler, who was buried under an avalanche of flesh." When brought up for sentence he was manacled. So fearful were the authorities that the assault might be repeated on the gallows that they hanged a third prisoner between the two men and the executioner pulled the lever so hastily that he did not allow time for the withdrawal of his assistant, who fell through the drop with the condemned men. Fowler's one anxiety and fear had been that Milsom might be reprieved and his smile of satisfaction when he saw him, terrified and trembling on the drop, remained on his face till the end.

FEATHERED FRIENDS

It seems that the Old Bailey pigeons, excluded by steel wire meshes from nesting, as they had been accustomed, on the narrow ledges of the window embrasures behind the bars of the cells, worked so persistently that they finally made an opening big enough to squeeze through, and the humane authorities have decided not to close the gap. It likewise appears that these fortunate fowls have long been fed, with great regularity, by members of the Bar Mess. These must be the only feathered friends now frequenting the legal world. The ducks that, not so long ago, used to arouse such kindly feelings when they made periodical sojourns on the water in New Square, Lincoln's Inn, come no more. The rooks that were provided for by the nineteenth century benchers of Gray's Inn have long departed from the Walks. The gardener used to be allowed "5s. a week, sprats, food and biscuits for the rooks; 2s. 6d. a week pigeons' food." Some time after the rooks had gone the bencher who examined the accounts challenged the continuance of this item. "Have the rooks gone?" he asked the gardener. "They be gone, sir." "Have they come back?" "No, they baint come back." "How long have they been gone?" "One year and three months, sir." "How came you to present this requisition?" With intense embarrassment the man replied: "Well, I put it down but the starlings ate it."

COUNTY COURT LETTER

Husband's Action for Trespass

IN *Judd* v. *Judd*, at Boston County Court, the claim was for possession of No. 10, Caroline Street, Boston. The plaintiff's case was that on the 2nd April, 1943, the defendant (his wife) had obtained a separation order against him from the magistrates. Nevertheless the parties had continued to occupy the same house, with the result that the plaintiff had been sent to prison on two occasions. Finally the defendant threw him out of his own house by force. On behalf of the defendant, who was ill, an application was made for an adjournment. His Honour Judge Shove observed that an adjournment was unnecessary. Under the law of England, a husband could not sue his wife except under special circumstances. Even in these modern times a husband and wife were still regarded as one person. A husband could not sue his wife for trespass, and the action was not maintainable in law. Judgment was therefore given for the defendant, with costs.

This decision followed that in *Bramwell* v. *Bramwell* [1942] 1 K.B. 370, in which a husband sued his wife for possession of a house after a maintenance order based on his desertion. The county court judge refused an order, on the ground that the wife had become a statutory tenant. The Court of Appeal held, however, that no relationship of landlord and tenant had been created. An order for possession was therefore made. Lord Justice Goddard (as he then was) added: "It is not necessary to decide it in this case, but I have the greatest doubt whether a husband can bring an action for recovery of land against his wife, alleging that she is wrongly in occupation of it, because, if she is wrongly in occupation of the land and he has a right to the possession of it, it seems to me she is a trespasser and therefore he is suing her for a tort. He is not, however, left without a remedy, as s. 17 of the Married Women's Property Act, 1882, expressly provides the procedure for deciding a question between husband and wife as to the possession of property, and there are provisions under which effect can be given to this section, because under Ord. VI, r. 4 (1) of the County Court Rules, 1936–1940, there is authorisation for making application to the court by originating application."

Title to Apple Tree

IN *Smith* v. *Morris*, at Hereford County Court, the claim was for £25 as damages for trespass. The plaintiff's case was that in 1922 he sold a portion of his orchard to a Mr. Jenkins, who erected a bungalow near the plaintiff's new boundary, and close to an apple tree in the plaintiff's orchard. Early in 1945 the defendant became the owner of the bungalow, and asked the plaintiff to sell him a strip of the orchard, including the apple tree. The plaintiff was unwilling to sell, whereupon the defendant alleged that the overhanging branches of the apple tree were damaging the bungalow. The plaintiff promised to lop the branches, but, before he could do so, the defendant cut the whole tree down. It was a russet, of prolific productivity, as it bore 5 cwt. to 8 cwt. of apples a year, which sold at 8d. per pound. The defendant's case was that an overhanging bough, weighing 5 cwt. was threatening his roof in the high wind. The plaintiff did not reply to a letter, and, twelve days after writing, the defendant cut down the tree to protect his property. The tree was between twenty-five and thirty years old, and, owing to neglect of pruning for years, it was doubtful whether an average annual crop would exceed 50 lb. A young tree, costing £1, would produce an equivalent crop in five years. An architect and surveyor's evidence was to the effect that the tree was either on the defendant's land, or was joint property. His Honour Judge Langman held that the tree was the plaintiff's property. The defendant's only right was to lop off overhanging branches. Judgment was given for the plaintiff for £10, the value of the tree, and £1 as damages for trespass, with costs.

REVIEW

Warmington's Divorce Law. By L. CRISPIN WARMINGTON, Solicitor of the Supreme Court. 1945. London: Law Notes Lending Library, Ltd. 25s. net.

This book, as is stated in the preface, has been written round the framework of "Gibson's Divorce Law," of which the revised 13th edition by the present author jointly with the late Arthur Weldon, solicitor, was published by the same publishers in January, 1938, when the Matrimonial Causes Act, 1937, had just come into operation.

This book is, therefore, with its extracts from the judgments in important cases, and its many constructive suggestions and criticisms by the author, a valuable contribution both for practitioners and also for students in that it deals with the various divorce problems which have arisen and which have been the subject of judicial decision in the period of eight years which has now elapsed since the passing of that Act which effected such important changes in matrimonial law.

The set-up of the book follows the lines previously laid down in the former work, that is to say, it is divided into two parts, chaps. 1–13 covering the Principles of Divorce Law, and the remaining pages, 135–199, being concerned with the Practice in Divorce. The Principles of Divorce Law, chaps. 1–3, set out the various courts which exercise matrimonial jurisdiction, including that under the Summary Jurisdiction (Separation and Maintenance) Acts, and the very important subjects of domicile and the jurisdiction of the court under the various grounds of relief, i.e., dissolution, nullity, judicial separation, restitution and jactitation of marriage, and it refers to the special jurisdiction under the Matrimonial Causes (War Marriages) Act, 1944. Chapters 4–8 deal in detail with each of these five grounds of relief, and treat very fully both of the evidence which it is necessary to produce in order to establish the right to relief, and also of the defences which may be set up by way of answer and the various bars to relief which may exist in each particular case. Chapter 9 deals with Legitimacy Declarations, and chaps. 10, 11 and 12 cover the important and difficult questions of provision for the wife and children by way of maintenance, and the custody of children, while the last chapter, 13, relates to the subject of damages against the co-respondent. The Practice in Divorce—This part deals with the practice and procedure in the Divorce Division, and it is preceded, in pp. 135–147, by a detailed and useful summary of the procedure to which tribute has been paid by the author in the preface. The remaining pages cover each stage of the proceedings from the pleadings, preliminaries to trial, interrogatories and discovery, examination of witnesses, down to the trial and subsequent matters of decree, right of intervention, rehearings and appeals, and the various interlocutory applications for ancillary relief. They also include the subjects of maintenance, alimony and settlements, modification orders, custody, legitimacy declarations and costs, and conclude with the enforcement of orders and payment into and out of court.

In the Appendix A are set out the Matrimonial Causes Rules, 1944, and drafts of various forms which may be required in the course of the proceedings, a list of the District Registries of the High Court and of the assize towns at which divorce business may be taken, and the references to certain Rules and Orders. Appendix B contains a reference (with notes) to the Matrimonial Causes (War Marriages) Act, 1944. (It is to be regretted that the text of the Act of 1937 has not been set out in full, but no doubt reasons of space prevent this.) The book also contains a clear index, and a full table of cases and alphabetical table of statutes with a reference to the pages of the text on which the various sections of each statute are considered, and a similar reference is made to the Matrimonial Causes Rules.

Mr. C. H. Walton, retired solicitor, of Twickenham, left £22,143, with net personalty £4,990.

NOTES OF CASES

COURT OF APPEAL

The "F. J. Wolfe"

Scott, du Parcq and Morton, L.JJ.
29th November, 1945

Shipping—Collision—Convoy approaching convoy—Applicability of Collision Regulations.

Appeal from a decision of Pilcher, J. ([1945] P. 61; 89 SOL. J. 509).

The steamship "Empire Soldier" was sunk on the 16th September, 1942, and her war cargo lost, after colliding with the motor tanker "F. J. Wolfe," against the owners of which the Attorney-General brought this action for damages. The "Empire Soldier" was leading the third column from the port side of a convoy of eight columns and over thirty vessels. The "F. J. Wolfe" was the commodore ship in the port column of a small convoy of four ships in two columns. The convoys were approaching each other on crossing courses which, if continued, would bring the smaller convoy into collision with the leading ships in the port columns of the large convoy. The small convoy had these ships on their port bows, and the "Empire Soldier" was the give-way vessel under reg. 19 of the Regulations for Preventing Collision at Sea. She sighted the looms of the "F. J. Wolfe's" convoy at about three miles bearing on the starboard bow, but took no action until two or three cables from the "F. J. Wolfe." She then starboarded her wheel. The "F. J. Wolfe" stood on until the vessels were two to three cables apart, when she starboarded her wheel and reversed her engines, but her stem struck the starboard side of the "Empire Soldier." The vessels had been sailing without lights until just before the collision. Pilcher, J., held that, although the Collision Regulations did not apply as such, yet they constituted a code which should, as a matter of good seamanship, be observed as between units of crossing convoys. He accordingly held the "Empire Soldier" solely to blame. The Crown appealed.

SCOTT, L.J., said that it made little practical difference whether it were said that the Collision Regulations applied as such directly or applied merely as a guide for seamanship. If one of the ships were under a definite order from its commodore to take specific action, that was a relevant matter for consideration by the navigator; but the principles of seamanship must always be observed, whether called rules or not. Every skilled navigator had the crossing rule, at any rate, deeply ingrained in him. That put an end to the case, and the appeal must be dismissed.

DU PARCQ, L.J., gave judgment agreeing.

MORTON, L.J., agreeing, said that the contention of counsel for the Crown could not be accepted that there was a rule that, when a convoy met a larger convoy, either the smaller should keep out of the way of the larger or each individual ship in the smaller should give way to each individual ship in the larger if there were any risk of collision. There were several objections to such a rule: What was to be the test of a convoy's size, the number of ships or the tonnage of individual ships? It would often be difficult for approaching convoys to detect which of the two was the larger. Finally, a convoy might, in the course of its voyage, become reduced in size so that a smaller convoy which it expected to meet proved in fact to be larger than it.

COUNSEL: *Carpmael*, K.C., and *Bateson*, K.C.; *Hayward*, K.C., and *Porges*.

SOLICITORS: *Treasury Solicitor; Thomas Cooper & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

R. v. Appeals Committee of London Quarter Sessions; ex parte Hoey

MacKinnon, Tucker and Bucknill, L.JJ.
18th December, 1945

Appeal—Recovery of excise penalties—"Criminal cause or matter"—Jurisdiction of Court of Appeal—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), s. 31 (1) (a).

Appeal from a decision of the Divisional Court (62 T.L.R. 134).

The respondent, an officer of customs and excise, exhibited three informations against the appellant, alleging that on the 2nd and 18th May, 1944, he sold by retail without a licence intoxicating liquor, contrary to s. 50 (3) of the Finance (1909–10) Act, 1910, whereby he had incurred excise penalties. The Chief Metropolitan Magistrate dismissed the informations. On the customs officer's appeal London Quarter Sessions adjourned the proceedings *sine die* to enable the appellant to apply to the High Court for an order of prohibition to prevent quarter sessions from entertaining the appeal. The Divisional Court held that the appeals lay. At the hearing of the present appeal the customs officer raised the preliminary objection that it was in a criminal cause or matter within the meaning of s. 31 (1) (*a*) of the Supreme Court of Judicature (Consolidation) Act, 1925, so that the Court of Appeal had no jurisdiction in the matter. (*Cur. adv. vult.*)

TUCKER, L.J., reading the judgment of the court, said that the test to be applied in deciding whether an order under appeal was in a "criminal cause or matter" within the meaning of s. 31 (1) (*a*) of the Act of 1925 had been laid down in several cases recently considered in *Amand* v. *Home Secretary* [1943] A.C. 147. His lordship referred to the judgments of Lord Esher, M.R., in *Ex parte Woodhall* (1888), 20 Q.B.D. 832, at p. 835, and in *Seaman* v. *Burley* [1896] 2 Q.B. 344, at p. 347, where he said that cases such as *Mellor* v. *Denham* (1880), 5 Q.B.D. 467, *Reg.* v. *Whitchurch* (1881), 7 Q.B.D. 534, *Ex parte Schofield* [1891] 2 Q.B. 428, and *Payne* v. *Wright* (1892), 8 T.L.R. 288, all showed that the question was whether the proceeding might, and whether it must, end in imprisonment. Both cases had been referred to with approval in *Amand* v. *Home Secretary, supra*. It was argued for the appellant that the principles laid down in those cases were inapplicable to proceedings by customs officers to recover penalties which, he contended, were purely civil in nature, and counsel referred to *R.* v. *Hausmann* (1909), 26 T.L.R. 3, where it was held that an information in the King's Bench Division to recover penalties for smuggling was not a criminal proceeding, so that no appeal lay to the Court of Criminal Appeal. Having contrasted the judgments of Andrews, L.J., in *R.* (*at the suit of Sherry*) v. *Fermanagh County Quarter Sessions* [1935] N.I. 211, with that of Murnaghan, J., in *The State* (*at the prosecution of Gettins*) v. *Judge Fawsitt* [1945] I.R. 183, his lordship said that he agreed with the latter decision. The English cases showed that the form of the proceeding was the test, and that was a conclusive answer to the apparent anomaly referred to by Murnaghan, J. His lordship referred to *Attorney-General* v. *Radloff* (1854), 10 Ex. 84, and to s. 35 of the Crown Suits Act, 1865, and said that it appeared from "Blackstone's Commentaries" (Book 4, p. 308) that originally there was no anomaly, and that the present apparent anomaly was due to the statutory provision applying the rules of civil procedure, and giving a right of appeal to the Court of Appeal, in a proceeding which was in its origin criminal. The preliminary objection prevailed.

COUNSEL: *Slade*, K.C., and *Colin Duncan*; *Valentine Holmes*, K.C., and *C. N. Shawcross*.

SOLICITORS: *Philip Conway, Thomas & Co.*; *Solicitor for Customs and Excise.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CHANCERY DIVISION

Netz v. Ede

Wynn-Parry, J. 7th March, 1946

Practice—Striking out statement of claim—Alien enemy seeks injunction to restrain his deportation—Act of State—No reasonable cause of action—R.S.C. Ord. XXV, r. 4.

Summons.

It appeared from the plaintiff's statement of claim in this action that he was a German national. He came to this country in 1931, and applied for naturalisation before the outbreak of war, but the formalities were not completed. He was interned in 1940 and had remained interned ever since. He did not know the grounds of such internment. In October, 1945, a notice was posted up in the internment camp where he was, on behalf of the defendant, His Majesty's Secretary of State for Home Affairs, stating that the defendant had ordered the repatriation of the plaintiff to Germany. The plaintiff contended that these acts of the defendant were *ultra vires*. He claimed an injunction to restrain the defendant from deporting him from the United Kingdom. By this procedure summons in the action the defendant asked that the statement of claim might be ordered to be struck out as it disclosed no reasonable cause of action. The application was made under R.S.C. Ord. XXV, r. 4, which provides: "The court or a judge may order any pleading to be struck out, on the ground that it discloses no reasonable cause of action or answer and in any such case . . . the court . . . may order the action to be stayed or dismissed . . . ."

WYNN-PARRY, J., said that the jurisdiction given by the rule was a very powerful one, and was therefore to be exercised very sparingly. The principles on which the court was to proceed were clearly stated in *Republic of Peru* v. *Peruvian Guano Company* [1886] 33 Ch. D. 489, 495; *Hubbuck & Sons, Ltd.* v. *Wilkinson, Heywood & Clark, Ltd.* [1899] 1 Q.B.D. 86, 90; *Dyson* v. *Attorney-General* [1911] 1 K.B. 410, 418. There was thrown on the applicant a heavy onus. Three points fell for consideration. The first was the status of the plaintiff. Upon the statements in the statement of claim he must come to the

conclusion that the plaintiff at the outbreak of war became an alien enemy and was still an alien enemy. The second point to be noted was that the defendant was sued in his official capacity. Thirdly, it was important, to consider the nature of the plaintiff's complaint. The gist of the complaint was that the defendant intended to repatriate the plaintiff. Assuming the act complained of was a valid exercise of the prerogative, the result was in law that it could not be challenged in this court (*Salaman* v. *Secretary of State for India* [1906] 1 K.B. 613, 639). It was true that the court was bound to inquire whether the act complained of was an act within the prerogative. Was the act complained of here an act within the prerogative? As the pleading stood he must treat the plaintiff as an alien enemy. It was clearly part of the Royal prerogative to allow a person, who was an alien enemy, to enter and remain in the kingdom. *A fortiori* the Crown could withdraw the licence and order such a person to leave the kingdom (*Rex* v. *Commandant of Knockaloe Camp* (1917), 117 L.T. 627). Holding the view that the defendant must be regarded as an alien enemy, he had to take the view that there could not be at any stage any doubt that this action could not possibly succeed. In these circumstances he would order that the statement of claim be struck out.

COUNSEL: *Danckwerts; E. Montagu*, K.C., and *Douglas Lowe*.

SOLICITORS: *Treasury Solicitor; W. J. Stoffel.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

In re Ames Settlement; Dinwiddy *v.* Ames

Vaisey, J. 15th March, 1946

Settlement on marriage—Funds settled by husband's father—Trust for husband and wife and their issue—In default of issue trust for husband's next-of-kin—Marriage annulled—Husband dies—Whether his next-of-kin entitled to funds—Resulting trust.

Adjourned summons.

By a settlement, dated 22nd April, 1908, executed on the marriage of A and H, the husband's father, as settlor, transferred to trustees the sum of £10,000 upon the usual trusts for the benefit of the husband and wife and their issue. The settlement then provided that, if there should not be any child of the intended marriage who should attain a vested interest under the trusts, the trust fund was to be held in trust for the statutory next-of-kin of the husband as therein provided. The marriage was duly solemnised on 28th April, 1908. There was no issue of the marriage, and it was pronounced null and void to all intents and purposes by a decree absolute on the 11th January, 1927, pronounced by the Supreme Court of Kenya. The wife subsequently released all her interest under the settlement. The settlor died in 1933, and the husband in 1945. This summons was taken out by the trustees of the settlement asking whether they ought to pay over the trust funds, in accordance with the ultimate trust, to the husband's next-of-kin, or ought to transfer them to the legal personal representatives of the settlor.

VAISEY, J., said that the question of a marriage, which was not void but voidable, was not the least perplexing of the legal principles and hypotheses with which that court was concerned. There were a very considerable number of judicial authorities, the last being *In re Eaves* [1940] Ch. 109. There again it was held that a transaction completed during the time when the husband and wife continued to be ostensibly man and wife could not be undone when the retrospective decree of nullity was subsequently pronounced. That had no direct bearing on the present case. There was no question of undoing anything that had been done. He thought it would not be incorrect to say that the problem was really as to which of the parties had the better equity. The persons who constituted the hypothetical next-of-kin claimed to have the better equity because they said "look at the settlement. We are the persons designated to take the trust fund, and there is no reason why we should not do so." On the other hand, it was said: "But that trust, with the other trusts, was all based on the consideration and contemplation of a valid marriage. Now that there never was a marriage that trust cannot possibly form the foundation of a good equitable right." The settlor's executors said that theirs was the better equity because the settlor only parted with the money upon a consideration which completely failed. It seemed to him that the claim of the executors must succeed. It was a simple case of money paid on a consideration which failed. He would declare that the trustees ought to transfer the fund to the settlor's executors.

COUNSEL: *E. G. Wright; Pascoe Hayward; C. V. Rawlence.*

SOLICITORS: *Frere, Cholmeley & Co.; Lawrence, Graham & Co.; Cunliffe & Airy*, for *Dickson, Archer & Thorp*, Alnwick.

[Reported by Miss B. A BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Hodgson *v.* British Arc Welding Co., Ltd. and Others

Hilbery, J. 13th November, 1945

Negligence—Master and servant—Ship in dock for repair—Defective scaffolding—Injury to employee of sub-contractor—Liability of sub-contractor and contractor—Shipbuilding Regulations, 1931 (*S.R. & O.*, 1931, *No.* 133), *reg.* 11 (*b*).

Action tried by Hilbery, J.

The plaintiff, an electric welder employed by the first defendants, went to work for his employers in the hold of a steamship which, with the dock in which she was lying, was in the occupation of the second defendants, who were the contractors for repairs to the ship, the first defendants being sub-contractors for the electric arc welding. The second defendants as shipwrights were under a duty to provide the scaffolding and staging in the ship necessary for the repairs. In order to do his work the plaintiff had to stand on a staging which had been erected by the second defendants and consisting of a plank 2 feet 6 inches from the deck resting at one end on a cargo batten in the side of the ship and at the other end on a trestle. The plaintiff noticed that the plank was warped and that the end which should have rested flat on the horizontal member of the trestle had been wedged to prevent it from tipping up and down. While he was walking along the plank after freeing the flex of his electric welder which had become caught up, the wedge became loose, the board tilted, and the plaintiff fell and was injured. He accordingly brought this action.

HILBERY, J., said that the plaintiff contended that the first defendants had committed a breach of the common-law duty owed by a master to his servant in providing unsafe staging, and, as against the second defendants, he alleged that the accident was due to a breach of reg. 11 (*b*) of the Shipbuilding Regulations, 1931. No case was made out against the first defendants. The work in question was to be done by them in premises over which they had no control and of which they were not the occupiers. It was the shipwrights' duty to provide the special types of scaffolding and staging required for repairing a ship, and a sub-contractor doing a specialised type of work was under no duty separately to inspect every piece of scaffolding in order to see that what the shipwright had done had been done with proper care and skill. It was not the first defendants, moreover, who were under a duty to comply with the Shipbuilding Regulations, as they were not the occupiers of the dock or the ship. As far as they were concerned, there must be judgment for them. So far as the second defendants were concerned, it seemed plain on the evidence that the plank was not suitable or safe for a scaffolding. No step was taken to prevent the wedge from coming out. There was accordingly a breach of the Shipbuilding Regulations, 1931, which imposed an absolute obligation. By reg. 11 (*b*): "All staging shall (i) be securely constructed of sound and substantial material and shall be maintained in such condition as to ensure the safety of all persons employed . . . ." The plank was twisted, warped and unsafe and was not, as it could not be, maintained in such a condition as to ensure the safety of all persons employed. The plaintiff succeeded against the second defendants for breach of the statutory duty.

COUNSEL: *Edgedale; R. M. Everett; Ryder Richardson.*

SOLICITORS: *Shaen, Roscoe & Co.; Barlow, Lyde & Gilbert; Hewitt, Woollacott & Chown.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

COURT OF CRIMINAL APPEAL

R. *v.* McBain

Lord Goddard, C.J., Lewis and Denning, JJ.

18th February, 1946

Criminal law—Appeals against sentence—Increase without warning to appellant.

Appeal against sentence.

The appellant was convicted of housebreaking by day. He had entered flats at Earl's Court and other places, and stolen goods to the value of £600. He was seen by police officers leaving a flat at Earl's Court, and when they approached him he produced a revolver, which an officer heard click. There was no discharge, but the appellant managed to get away. He was sentenced to three years' penal servitude. He had not been convicted before.

LORD GODDARD, C.J., said that leave to appeal against sentence had been granted only so that the court could consider whether the sentence should not be substantially increased. Hitherto when the court had considered an application for leave to appeal against sentence, and thought the sentence was not severe enough, it had generally warned the applicant that if he persisted in his appeal the court might increase his sentence. The court

would no longer take that course, which the Criminal Appeal Act, 1907, did not require. The time had certainly come, in the state of crime in the country, when sentences had to be severe, and the court would not shrink from increasing sentences where the prisoner appealed. One thing only had saved the appellant from having his sentence doubled, namely, that he had not gone to the flat armed with a revolver, so that he would have been committing armed housebreaking, but had stolen a revolver while there. It was not clear whether it was loaded or not. The court, after long and earnest consideration, had come to the conclusion in all the circumstances that the sentence must stand, though it was a lenient one for a very grave crime. The appeal was dismissed.

The appellant appeared in person.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Land Registry Delays

Sir,—We have two communications this morning from the Land Registry acknowledging receipt of documents sent a day or two ago. The note of acknowledgment states " Heavy pressure of work is causing delay and cases take at least six months to complete." One was merely an entry of an assent and grant and the other a transfer of registered charge on appointment of new trustee.

Sutton. SPENCER, GIBSON & SON.

OBITUARY

MR. M. BARNETT

Mr. Maurice Barnett, barrister-at-law, died on Wednesday, 10th April. He was called by Gray's Inn in 1908.

MR. G. H. WILLIS

Mr. George Harry Willis, solicitor, of Messrs. Willis & Willis, solicitors, of Chancery Lane, W.C.2, died on Wednesday, 10th April, aged eighty-one. He was admitted in 1886.

PARLIAMENTARY NEWS

HOUSE OF LORDS

Read First Time :—

MARQUESS OF ABERGAVENNY'S ESTATE BILL [H.L.]. [9th April.

RHODES TRUST BILL [H.L.]. [9th April.

Read Second Time :—

EDUCATION (SCOTLAND) BILL [H.L.]. [9th April.

Read Third Time :—

INVERNESS WATER PROVISIONAL ORDER CONFIRMATION BILL [H.C.]. [11th April.

LICENSING PLANNING (TEMPORARY PROVISIONS) BILL [H.L.]. [11th April.

In Committee :—

ACQUISITION OF LAND (AUTHORISATION PROCEDURE) BILL [H.C.]. [11th April.

ARMY AND AIR FORCE (ANNUAL) BILL [H.C.]. [11th April.

HOUSING (FINANCIAL AND MISCELLANEOUS PROVISIONS) BILL [H.C.]. [11th April.

HOUSE OF COMMONS

Read Third Time :—

LONDON NECROPOLIS BILL [H.L.]. [11th April.

QUESTIONS TO MINISTERS

CONSOLIDATION OF STATUTES

Sir WILLIAM DARLING asked the Lord Advocate (1) whether he has considered a request from the General Council of Solicitors in Scotland to put in hand a consolidation of the Scottish Conveyancing Statutes ; and when a start is to be made to the work ; (2) whether he is aware that the Statute Law Revision Committee consider that among other subjects the following are suitable for consolidation, namely : Court of Justiciary (Scotland), Court of Session (Scotland), Lunacy (Scotland), Roads and Bridges (Scotland), Sheriff Courts (Scotland) ; and what arrangements are being made for the drafting of the consolidating measures.

Mr. G. R. THOMSON : My right hon. friend the Secretary of State and I are alive to the need for consolidating Scottish statute law, and the staff of my Department has recently been strengthened with this need, among others, in view. A Bill to consolidate the Scottish Education Acts is now before another place ; and it is hoped to introduce an amending and consolidating Local Government Bill this session. Work on further consolidating legislation, including the consolidation of the Conveyancing Acts, will be undertaken as soon as opportunity offers. [9th April.

CIRCUIT OF THE JUDGES

SUMMER ASSIZES

SOUTH-EASTERN.—Macnaghten, J.—Huntingdon, 16th May ; Cambridge, 18th May ; *Bury St. Edmunds, 23rd May ; *Norwich, 30th May ; Chelmsford, 11th June. Singleton, J.—Hertford, 19th June ; Maidstone, 24th June ; Kingston, 3rd July ; *Lewes, 11th July.

WALES AND CHESTER.—Charles, J.—Newtown, 6th May ; Dolgelley, 9th May ; *Caernarvon, 11th May ; Beaumaris, 16th May ; Ruthin, 20th May ; Mold, 25th May. Charles and Wrottesley, JJ.—*Chester, 28th May. Wrottesley, J.—Presteign, 11th June ; Brecon, 13th June ; Lampeter, 18th June ; Haverfordwest, 22nd June ; *Carmarthen, 26th June. Charles, Wrottesley and Barnard, JJ.—*Swansea, 3rd July.

WESTERN.—Denning, J.—Salisbury, 21st May ; Dorchester, 28th May ; Wells, 3rd June ; *Bodmin, 10th June. Denning and Morris, JJ.—*Exeter, 18th June ; *Bristol, 27th June. Lord Merriman, P., and Denning and Morris, JJ.—*Winchester, 10th July.

NORTHERN.—Oliver, J.—Appleby, 16th May ; *Carlisle, 18th May ; Lancaster, 27th May. Oliver, Stable and Pilcher, JJ.—*Liverpool, 3rd June ; *Manchester, 8th July.

OXFORD.—Lewis, J.—Reading, 7th May ; Oxford, 13th May ; Worcester, 16th May ; *Gloucester, 22nd May ; *Newport, 3rd June ; Hereford, 13th June ; *Shrewsbury, 18th June. Humphreys and Lewis, JJ.—Stafford, 27th June. Humphreys, Croom-Johnson and Jones, JJ.—*Birmingham, 9th July.

MIDLAND.—Cassels, J.—Aylesbury, 29th April ; Bedford, 4th May ; Northampton, 10th May ; *Leicester, 17th May ; Oakham, 28th May ; *Lincoln, 29th May ; *Derby, 11th June ; *Nottingham, 19th June. Humphreys, Croom-Johnson and Jones, JJ.—Birmingham, 9th July.

NORTH-EASTERN.—Lynskey and Sellers, JJ.—*Newcastle, 27th May ; *Durham, 11th June ; *York, 24th June. Hodson, Lynskey and Sellers, JJ.—*Leeds, 3rd July.

The Lord Chief Justice, Atkinson, J., Hilbery, J., Henn Collins, J., Hallett, J., and Birkett, J., will remain in town.

*Divorce business

THE LAW SOCIETY'S SCHOOL OF LAW

On Friday, 12th April, on the occasion of the formal opening of the School's new premises at Lancaster Gate, London, W.2, a luncheon was given by The Law Society on behalf of the Legal Education Committee. Among those who attended were Mr. H. M. Foster, President of The Law Society ; Mr. Douglas T. Garrett, Vice-President ; Mr. J. B. Leaver, Chairman of the Legal Education Committee ; Mr. E. Roderick Dew, Principal of the School ; Mr. A. D. Bowers, Secretary to Principal ; Mr. E. H. V. McDougall, Assistant Secretary to The Law Society, and many members of the Council of The Law Society and students of the School.

Mr. E. R. Dew (Principal) gave interesting facts regarding the School, which had been established at Bell Yard since 1903, stating the chief reason for removing the School to Lancaster Gate was lack of accommodation. The new premises would allow the School to train up to 450 students at a time and to cope successfully with the new full-time courses. The School offered oral and correspondence tuition for both the Society's Intermediate and Final Examinations and oral tuition for the Intermediate LL.B. Examination of the University of London. A whole-time course for the March, 1947, Final Examination will begin on the 29th August, 1946, and for the March, 1947, Intermediate Examination on the 7th October, 1946. Earlier Principals of the School were Dr. Edward Jenks (1903–24) ; Dr. Leslie Burgin, Dr. E. C. S. Wade and Dr. G. R. Y. Radcliffe.

Mr. J. B. Leaver (Chairman of the Legal Education Committee) stated that, with the exception of one term, when it was considered unsafe to occupy the premises in Bell Yard, the School had functioned consistently throughout the war.

Mr. H. M. Foster (President of The Law Society) spoke at some length, thanking all those who had worked so hard in the work of transferring the School from Bell Yard to its new premises and introduced some useful advice to students, gained from his forty years' experience in the solicitor profession. He advised all students to become good advocates ; not to talk too much ; and hoped their attendance at the School would prove to be the best possible recommendation when taking up practice.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1946

No. 480. **Civilian Clothing** (Restrictions) Order. April 4.

No. 476. **Importation of Dogs and Cats** (Amendment) Order. March 8.

No. 485. **National Health Insurance** (Eire Reciprocal Arrangement) Order. April 1.

No. 495. **Primary and Secondary Schools** (Grant Conditions) Amending Regulations, No. 1 (Minister of Education: Grant Regulations No. 2, Amendment No. 1, 1946). April 3.

No. 487/S.15. **Registration of Births, Deaths and Marriages** (Information affecting Contributory Pensions and Family Allowances) Regulations (Scotland). March 30.

No. 490. **Scarce Substances Order.** March 25.

No. 496. **Trunk Roads** (Delegation of Powers) Order. March 29.

[Any of the above may be obtained from the Publishing Department. S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES AND NEWS

Honours and Appointments

At the meeting of the Court of Common Council of the Corporation of the City of London held on Thursday, 11th April, Mr. FREDERICK LACEY, the Principal Clerk of the Mayor's and City of London Court, Guildhall, was appointed Serjeant-at-Mace of that court.

Sir CHARLES DOUGHTY, K.C., has been appointed Chairman of the General Council of the Bar following upon the resignation of Sir Herbert Cunliffe, K.B.E., K.C.

Mr. RICHARD HILES, assistant solicitor to the City of Wakefield, has been appointed assistant solicitor to the Bath Corporation. He was admitted in 1935.

THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.

The report of the Directors of The Solicitors' Law Stationery Society, Ltd., for the year 1945 states that both the sales and profit show a substantial recovery, the latter being £31,361 against £19,921 in 1944. As a consequence the Directors recommend that a dividend of 7 per cent. per annum, less income tax, be paid in respect of the year. A bonus will be payable to the staff under the profit-sharing scheme. They also recommend the provision of £12,000 for future taxation, the addition of £1,500 to the Women's Pension Reserve, the writing off of £5,000 from the amount standing in the balance sheet as the value of freehold premises, and the carrying forward of the sum of £14,377, against £12,027 brought forward from the previous year.

The annual meeting will be held at 88–90, Chancery Lane, W.C.2, on Tuesday, 30th April, at 12.30 o'clock. A report of the proceedings at the meeting will appear in our issue of the 4th May.

THE LONDON FREE LEGAL ADVICE CENTRES

The B.B.C. appeal on 5th May for "The Week's Good Cause" will be made by Sir Bertrand Watson, Chief Metropolitan Magistrate, on behalf of the London Free Legal Advice Centres.

The Centres are at Cambridge House, Camberwell, Mary Ward Settlement, Bloomsbury, and Dockland No. 9 Settlement, Stratford. Every year they deal with over 10,000 applicants, who have less than £3 10s. a week, if single, or £4 10s. joint income, if married.

The Centres are voluntary institutions, dependent upon subscriptions and donations, and their work is needed because the shortage of solicitors and barristers makes it impossible to maintain, still less extend, the various spare-time Poor Man's Lawyer services which existed in London before the war.

The Centres have performed a useful and valued service during the war and the demand for them is still increasing rather than diminishing. They are, therefore, trying to keep going until their function is completed by the introduction of the legal aid scheme proposed in the Rushcliffe Report, but they will be unable to do so without further financial support.

It is to be hoped that the legal profession, as well as other sections of the community, will respond generously to the appeal and help to bring the era of voluntary legal aid to a successful conclusion.

The appeal will be made in the Home Service for the London Region at 8.25 p.m. on 5th May, and donations should be sent to Sir Bertrand Watson, c/o 296 Vauxhall Bridge Road, London, S.W.1.

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price April 12 1946	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	113½	3 10 6	2 11 6
Consols 2½%	JAJO	96⅜	2 11 8	—
War Loan 3% 1955–59	AO	105½	2 16 10	2 6 3
War Loan 3½% 1952 or after	JD	106⅞	3 5 6	2 6 10
Funding 4% Loan 1960–90	MN	116½	3 8 10	2 11 11
Funding 3% Loan 1959–69	AO	105⅝	2 16 10	2 10 0
Funding 2½% Loan 1952–57	JD	104	2 12 11	2 0 9
Funding 2½% Loan 1956–61	AO	102	2 9 0	2 5 2
Victory 4% Loan Av. life 18 years	MS	117½	3 8 3	2 15 4
Conversion 3½% Loan 1961 or after	AO	110⅛	3 3 6	2 13 3
National Defence Loan 3% 1954–58	JJ	105½	2 16 10	2 3 8
National War Bonds 2½% 1952–54	MS	102⅜	3 8 8	2 1 4
Savings Bonds 3% 1955–65	FA	105¼	2 17 0	2 6 10
Savings Bonds 3% 1960–70	MS	105¼	2 16 8	2 10 2
Local Loans 3% Stock	JAJO	100	3 0 0	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	101½	2 19 1	—
Guaranteed 2½% Stock (Irish Land Act 1903)	JJ	100	2 15 0	—
Redemption 3% 1986–96	AO	108⅛	2 15 4	2 13 1
Sudan 4½% 1939–73 Av. life 16 years	FA	117	3 16 11	3 2 8
Sudan 4% 1974 Red. in part after 1950	MN	112xd	3 11 5	1 1 10
Tanganyika 4% Guaranteed 1951–71	FA	107	3 14 9	2 9 10
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	100	2 10 0	2 10 0
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	110	3 12 9	2 14 8
Australia (Commonw'h) 3½% 1964–74	JJ	107	3 0 9	2 15 2
*Australia (Commonw'h) 3% 1955–58	AO	103	2 18 3	2 12 9
†Nigeria 4% 1963	AO	115	3 9 7	2 17 6
*Queensland 3½% 1950–70	JJ	104	3 7 4	2 5 7
Southern Rhodesia 3½% 1961–66	JJ	109	3 4 3	2 15 2
Trinidad 3% 1965–70	AO	102	2 18 10	2 17 4
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	100	3 0 0	3 0 0
*Croydon 3% 1940–60	AO	102	2 18 10	—
*Leeds 3½% 1958–62	JJ	106	3 1 3	2 13 2
*Liverpool 3% 1954–64	MN	102	2 18 10	2 14 4
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	109½	3 3 11	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	100⅛	2 19 8	—
*London County 3½% 1954–59	FA	106½	3 5 9	2 11 9
*Manchester 3% 1941 or after	FA	101	2 19 5	—
*Manchester 3% 1958–63	AO	103	2 18 3	2 14 0
Met. Water Board 3% "A" 1963–2003	AO	103	2 18 3	2 15 6
*Do. do. 3% "B" 1934–2003	MS	101⅛	2 19 1	—
*Do. do. 3% "E" 1953–73	JJ	103	2 18 3	2 9 10
Middlesex C.C. 3% 1961–66	MS	103½	2 18 0	2 14 3
*Newcastle 3% Consolidated 1957	MS	102½	2 18 6	2 14 9
Nottingham 3% Irredeemable	MN	101	2 19 5	—
Sheffield Corporation 3½% 1968	JJ	113	3 1 11	2 14 2
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	111	3 12 1	—
Gt. Western Rly. 4½% Debenture	JJ	117	3 16 11	—
Gt. Western Rly. 5% Debenture	JJ	127	3 18 9	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	121⅛	4 2 4	—
Gt. Western Rly. 5% Preference	MA	111⅛	4 9 8	—

* Not available to Trustees over par.

† Not available to Trustees over 115.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).